



## **BID SPECIFICATIONS**

**PROJECT NO. 2016-0804-01**

## **SECTION 1. PURPOSE**

The City of Mansfield, Texas (City) is accepting sealed bids for the purchase or exchange of the Property hereinafter described. These bid specifications set forth certain instructions, terms, and conditions that apply to the sale or exchange of the Property. The City desires to exchange the Property for other property in the City of Mansfield, and will consider a no-cash exchange or an exchange with additional cash consideration.

## **SECTION 2. DESCRIPTION OF PROPERTY**

The "Property" consists of the following real property and the improvements thereon:

Approximately 4.00 acres of land generally located at the northeast corner of U.S. 287 and E. Broad Street in Mansfield, Texas. The property is adjacent to the frontage road of U.S. 287 and south of and adjacent to James McKnight Park, as depicted on the attached Exhibit A.

## **SECTION 3. INSTRUCTIONS TO BIDDERS**

### **3.01 Preparation of Bids:**

- A. General. **Bids are due July 14, 2016, at 10:30 a.m. Central Standard Time.** Bids must be signed and submitted in a sealed envelope and clearly marked as follows: "2016-0804-01 – BID TO PURCHASE OR EXCHANGE REAL PROPERTY – ATTN: JEANNE HEARD, CITY SECRETARY".
- B. Amount of Bid. Any monetary amount included with the bid must be expressed in dollars and cents.
- C. Exchange. Any property offered in exchange for the Property must be sufficiently identified by location within the bid. A legal description must be provided no later than the time of the award of the bid. The City will provide a legal description for the Property at the time the contract of sale and exchange is executed.

3.02 Receipt and Opening of Bids. Sealed bids are to be submitted by 10:30 a.m. on July 14, 2016 to Jeanne Heard, City Secretary, 1200 E. Broad St., Mansfield, Texas 76063. City Staff will publicly open, read and tabulate the bids at 11:00am on Thursday, July 14 at City Hall.

3.03 Evaluation and Bid Award. After the deadline for bids, City staff will review and evaluate the received bids and make recommendations to the City Council. In order for a bid to be awarded, City Council must officially award the bid. **The City, in its sole discretion, may elect not to accept any bid, and may reject any and all bids.** The bidder submitting the awarded bid may be sometimes referred to hereafter as the "Buyer."

3.04 Best Value. The City Council may award the bid that is determined to provide the best value to the City. The City Council will evaluate the following factors in determining which bid provides the best value for the City:

- A. Exchange. The City desires to exchange the Property for other property in the City of Mansfield, which is (1) substantially similar in acreage as that of the Property, (2) of similar value as the Property, (3) no more than one-half mile from the location of the Property, and (4) located in a highly-visible and accessible area within the City.
- B. Price. If the property proposed to be exchanged is not of similar value as the Property, the bidder may, in addition to the property offered, also offer cash.

3.05 Additional Documents. After the City has awarded the bid, the Buyer must execute a contract of sale and exchange, which shall be on a form acceptable to the City and approved by the City Council. The City Council, in its sole discretion, may authorize the approval and execution of the contract concurrently with the bid award. In the event the Buyer does not execute the contract of sale and exchange, the City may then consider other bidders who have submitted a bid in compliance with these Bid Specifications.

#### **SECTION 4. TERMS AND CONDITIONS OF SALE OF PROPERTY**

4.01 Amendment. The City reserves the right to waive, delete or amend any of the requirements connected with this bidding process.

4.02 Rejection of Bids. The City Council reserves the right to reject any or all bids at any time. A submitted bid may be rejected if it is not in compliance with these Bid Specifications.

4.03 Non-Payment of Brokerage Fees. The City will not pay a brokerage or real estate agent's fee on the sale or exchange of the Property or for any property proposed to be exchanged.

4.04 Ad Valorem Taxes. Should there be any tax payments due, it is specifically understood and agreed that the Buyer will be purchasing the Property subject to such tax liabilities and will be responsible for payment thereof. By acceptance of a deed from the City, the Buyer is put on notice that the land conveyed to him could thereafter be subject to assessment for all taxes.

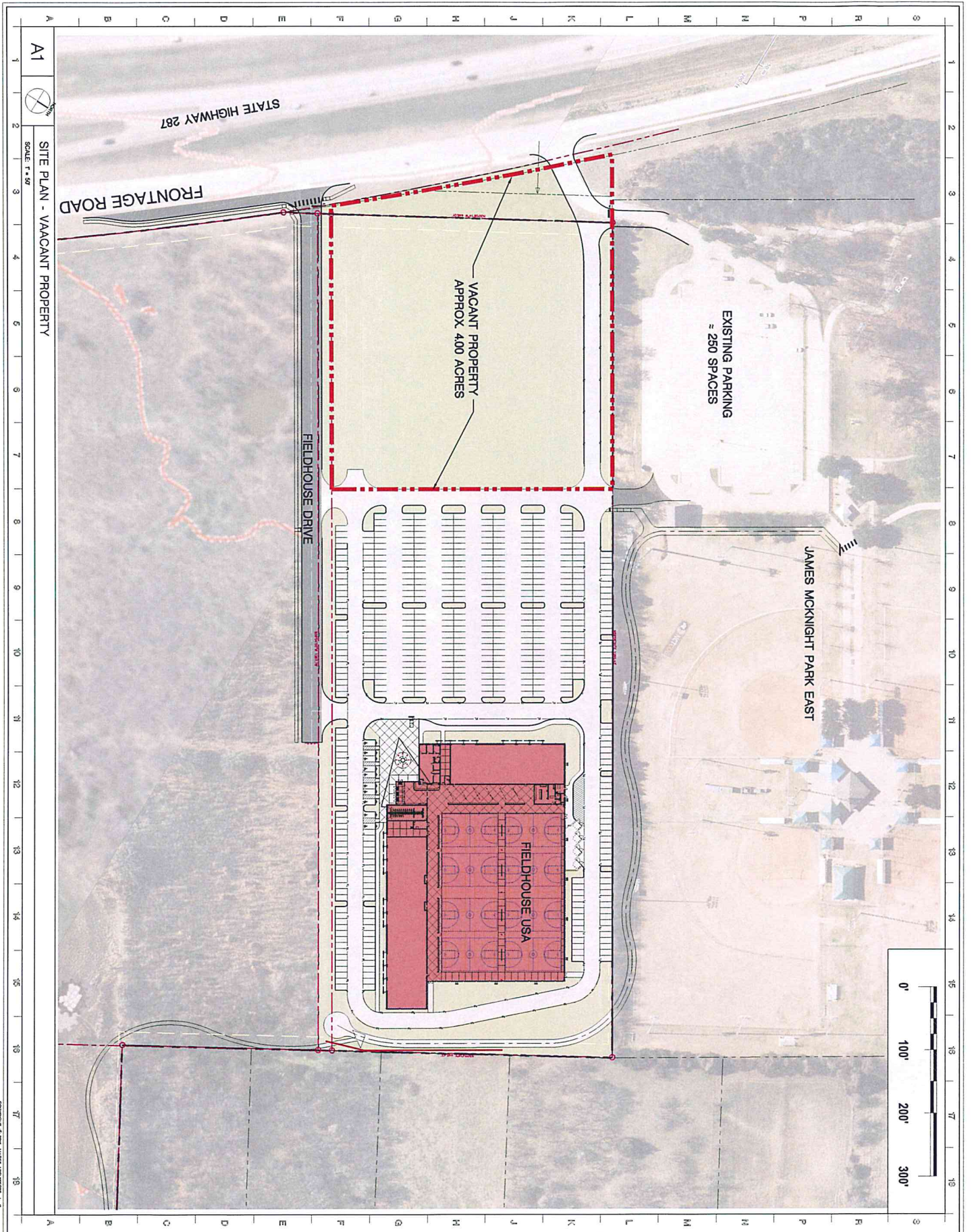
4.05 Conveyance Instruments. The deeds conveying the Property and any property exchanged shall be in the form commonly referred to as a "Special Warranty Deed" under which the parties will warrant title ". . . by, through, or under itself, but not otherwise . . . ," and the conveyances shall be subject to all easements, public utilities, restrictions, covenants and conditions of record.

4.06 Mineral Estate. The City will retain all rights to any oil, gas, and other minerals owned by the City at the time of conveyance.

**4.07 WAIVER OF CLAIMS. BY SUBMITTING A BID, EACH BIDDER AGREES TO WAIVE AND DOES HEREBY WAIVE ANY CLAIM THE BIDDER HAS OR MAY HAVE AGAINST THE CITY OF MANSFIELD, TEXAS, AND THE CITY'S RESPECTIVE OFFICERS, OFFICIALS, EMPLOYEES, AND REPRESENTATIVES, IN BOTH THEIR OFFICIAL AND PRIVATE CAPACITIES, FOR THE AWARD OF DAMAGES OR ATTORNEY FEES, ARISING OUT OF OR IN CONNECTION WITH THE ADMINISTRATION, EVALUATION, OR RECOMMENDATION OF ANY BID, WAIVER, DELETION OR AMENDMENT OF ANY REQUIREMENTS UNDER THESE BID SPECIFICATIONS, ACCEPTANCE OR REJECTION OF ANY BIDS, AND AWARD OF THE BID. BY SUBMITTING A BID, THE BIDDER SPECIFICALLY WAIVES ANY RIGHT TO RECOVER OR BE PAID ATTORNEY FEES FROM THE CITY OF MANSFIELD, TEXAS, OR ANY OF THE CITY'S EMPLOYEES AND REPRESENTATIVES UNDER ANY OF THE PROVISIONS OF THE TEXAS UNIFORM DECLARATORY JUDGMENTS ACT (TEXAS CIVIL PRACTICE AND REMEDIES CODE, SECTION 37.001, ET. SEQ., AS AMENDED). THE BIDDER ACKNOWLEDGES AND AGREES THAT THIS IS THE INTENTIONAL RELINQUISHMENT OF A PRESENTLY EXISTING KNOWN RIGHT AND THAT THERE IS NO DISPARITY OF BARGAINING POWER BETWEEN THE BIDDER AND THE CITY OF MANSFIELD, TEXAS.**

4.08 Acknowledgment. By execution and submission of a bid, the bidder hereby represents and warrants to the City of Mansfield that the bidder has read and understands these Bid Specifications and that the bid is made in accordance with the terms stated herein. Bidder acknowledges that it understands all terms herein, which include the waiver provisions, and that it had the right to consult with counsel regarding all applicable documents.

# Exhibit A



A1  
 SITE PLAN - VACANT PROPERTY  
 SCALE 1" = 40'  
 1 2 3 4 5 6 7 8 9 10 11 12 13 14 15  
 A B C D E F G H J K L M N P R S

SHEET NUMBER  <b>SP101</b>	PRELIMINARY NOT FOR APPROVAL REVISIONS OR CONSTRUCTION ARCHITECT: MAGEE	PROJECT NO.: DATE: DRAWN BY: CHECKED BY:	<b>MANSFIELD PROPERTY STUDY</b> 600 N. U. S. 287 MANSFIELD, TEXAS	 MAGEE ARCHITECTS, L. P. DESIGNERS • PLANNERS • INTERIORS FORT WORTH, TEXAS
		SHEET COUNT: 117 P. 1/1		